

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

FARMERS INSURANCE COMPANY, INC.)	
)	
Plaintiff,)	
)	
vs.)	Case No.: 2:23-cv-04031-MDH
)	
SHARON E. CAIN,)	
)	
RONALD L. CAIN,)	
)	
and)	
)	
TIMOTHY S. ELLIS,)	
)	
Defendants.)	

ORDER AND JUDGMENT

The cause comes before the Court on the Motion for Default Judgment of Plaintiff Farmers Insurance Company, Inc. (“Farmers”) on its First Amended Complaint for Declaratory Judgment against Defendants Sharon Cain, Ronald Cain and Timothy Ellis. The Court, finding that Defendants have failed to answer or plead, enters judgment for Farmers and against Sharon Cain, Ronald Cain and Timothy Ellis on Farmers’ First Amended Complaint for Declaratory Judgment.

The Court further finds and decrees as follows:

1. Farmers filed its First Amended Complaint for Declaratory Judgment in the United States District Court for the Western District of Missouri Southern Division seeking a judicial determination of the parties’ rights, obligations and liabilities under an insurance policy issued by Farmers to Gary and Cassidy Durnil.
2. Defendants Sharon Cain and Ronald Cain were served with the Complaint and Summons on May 22, 2023, but have failed to answer or otherwise plead or defend.

3. Defendant Timothy Ellis was served with the Complaint and Summons on May 18, 2023, but has failed to answer or otherwise plead or defend.

4. The Court has both subject matter jurisdiction over the claims asserted in Farmers' First Amended Complaint for Declaratory Judgment, and personal jurisdiction over all three Defendants.

5. An actual, justiciable controversy exists between the parties, and resolution of the matters raised in this action will dispose of all issues between the parties concerning the parties' rights, obligations and liabilities under the insurance policy.

6. Farmers has complied with all conditions precedent under the insurance policy and has no other adequate remedy at law.

7. The Court, therefore, pursuant to Federal Rule of Civil Procedure 55, hereby enters judgment by default against Defendants Sharon Cain, Ronald Cain and Timothy Ellis in the matter for failing to plead or otherwise defend after being served with proper service in accordance with the Federal Rules of Civil Procedure.

8. In entering default judgment against Sharon Cain, Ronald Cain and Timothy Ellis, the Court specifically finds that:

- a. Farmers Insurance Company, Inc. issued a policy of automobile insurance to Gary Durnil and Cassidy Durnil with effective dates of January 15, 2022 to July 15, 2022, bearing Policy No. 19100-14-85 (the "Policy").
- b. Defendants Sharon Cain and Ronald Cain brought suit against Defendant Timothy Ellis in a Missouri state court case, assigned Case Number 22BA-CV03248 and styled Sharon Cain et al. v. Timothy Ellis (the "Underlying Lawsuit").

- c. Defendant Timothy Ellis failed to tender notice of the Underlying Lawsuit.
- d. Defendant Timothy Ellis is not an “insured person” as defined by the Policy.
- e. Defendant Timothy Ellis was using the vehicle without the permission of either Gary Durnil or Cassidy Durnil.
- f. Farmers owes no duty to indemnify under the Policy for any judgment or settlement related to the Underlying Lawsuit.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Final Judgment is entered in favor of Plaintiff Farmers Insurance Company, Inc. and against Defendants Sharon Cain, Ronald Cain and Timothy Ellis, adjudging and declaring that Farmers owes no duty to indemnify for the judgment or any settlement in the underlying lawsuit in Boone County, Missouri, assigned case number 22BA-CV03248 and styled *Sharon Cain et al. v. Timothy Ellis*, and that Farmers owes no indemnity coverage to Timothy Ellis under the policy of insurance issued by Farmers to Gary Durnil and Cassidy Durnil, Policy No. 19100-14-85.

IT IS SO ORDERED.

Dated: August 7, 2023

/s/ Douglas Harpool
DOUGLAS HARPOOL
United States District Judge